

SECTION J - LIST OF ATTACHMENTS

The following Attachments are provided in full text with this Solicitation:

SOLICITATION ATTACHMENTS *(Applicable Attachments are checked):*

[Packaging and Delivery of Proposals](#)
[Proposal Intent Response Sheet](#)
[Information Technology Systems Security - Prospective Offeror Non-Disclosure Agreement](#)

Unless direct links are provided herein, the RFP Forms/Attachments listed below are available in a variety of formats and may be viewed or downloaded directly from the following site:
<http://www.niaid.nih.gov/contract/forms.htm>

TECHNICAL PROPOSAL ATTACHMENTS *(Applicable Attachments are checked):*

Targeted/Planned Enrollment Table [\[WordPerfect\]](#) [\[PDF\]](#)
[Annual Technical Progress Report Format for Each Study](#)
Technical Proposal Cost Information
Summary of Related Activities
Government Notice for Handling Proposals
[Protection of Human Subjects Assurance Identification/IRB Certification/Declaration of Exemption, OMB No. 0990-0263 \(formerly OF-310\)](#)
[Project Objectives, NIH 1688-1](#)

BUSINESS PROPOSAL ATTACHMENTS *(Applicable Attachments are checked):*

NIH-2043, Proposal Summary and Data Record
[Small Business Subcontracting Plan](#)
Summary of Proposed Estimated Cost (plus fee) and Labor Hours *[with detailed Breakdown of Proposed Costs (Excel cost spreadsheet template)]*
Offeror's Points of Contact
OMB Form SF-LLL, Disclosure of Lobbying Activities
Wage Rate Determination: [Washington D.C.](#) [Baltimore](#)

INFORMATIONAL ATTACHMENTS *(The following Attachments and Reports, checked as applicable, will become part of any contract resulting from this RFP and will be required during contract performance):*

[Sample Work Assignment](#)
[Monthly Summary Sheet of Sales](#)
[NIH\(RC\)-1, Invoice/Financing Request Instructions for NIH Cost-Reimbursement Type Contracts](#)
[NIH\(RC\)-2, Invoice Instructions for NIH Fixed-Price Contracts](#)
[NIH\(RC\)-4, Invoice/Financing Request and Contract Financial Reporting Instructions for NIH Cost-Reimbursement Type Contracts](#)
NIH-2706, Financial Report of Individual Project/Contract
Instructions for Completing Form NIH-2706
[Privacy Act System of Records](#) *(System of Records No. _____ is applicable to this RFP)*
HHSAR Clause 352.223-70, Safety and Health
NIH(RC)-7, Procurement of Certain Equipment
NIH(RC)-11, Research Patient Care Costs
Inclusion Enrollment Report [\[WordPerfect\]](#) [\[PDF\]](#)
Government Property Schedule *(See [BACKGROUND/STATEMENT OF WORK with applicable Exhibits](#) Section of this RFP)*
OMB Form SF-LLL, Disclosure of Lobbying Activities
[Commitment To Protect Non-Public Information - Contractor Agreement](#)

Information Technology Systems Security Prospective Offeror Non-Disclosure Agreement

Request For Proposal (RFP) No: _____
(fill in RFP Number)

Project Title: _____

(Fill in Title from RFP)

(Organization's name), intends to respond to the Government's Solicitation/Project title indicated above. The Government has determined that the solicitation requires prospective offerors to have access to sensitive information in order to prepare an offer.

I, _____ (Offeror Official name and title),
of _____ (Organization's name),
on this _____ day of _____, 20____, on behalf of my organization hereby request access to the sensitive information described in Section L.III. of the RFP cited above.

I, the undersigned, understand that the Government has determined that any individual having access to the sensitive information described in the RFP must possess a valid and current Suitability Determination at the Level identified in Section L.III. of the RFP cited above.

I, the undersigned, do hereby affirm the following:

- I have a valid and current Suitability Determination sufficient to access the sensitive information (copy of suitability determination attached).
- I will be the corporate official solely responsible for appropriately safeguarding the sensitive information while in the possession of _____ (Organizations's name);
- The sensitive information will be used solely for the purpose of preparing an offer;
- I will not release, publish, or disclose the sensitive information to unauthorized personnel; and
- I will protect the sensitive information in accordance with provisions of the following laws and any other pertinent laws and regulations governing the confidentiality of sensitive information;
 - 18 U.S.C. 641 (Criminal Code: Public Money, Property of Records)
 - 18 U.S.C. 1905 (Criminal Code: Disclosure of Confidential Information)
 - Public Law 96-511 (Paperwork Reduction Act)

Signature of Prospective Offeror Official: _____

Name of Prospective Offeror Official: _____

Name of Prospective Offeror: _____

Date: _____

Signature of Witness: _____

Name of Witness: _____

Date: _____

Copies Retained by: Contractor Official & Contracting Officer

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Forms and Attachments

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Forms and Attachments

Last reviewed on May 10, 2004. Updated through [FAR](#) Acquisition Circular (FAC) 01-01.



The [RFP](#) Forms and Attachments listed below are available in various formats, and may be viewed or downloaded directly from this site.

Business Proposal Forms			
Proposal Intent Response Sheet (required prior to proposal -- see RFP for submission date)	PDF *	MS Word	WordPerfect
Proposal Summary and Data Record, NIH 2043 (cover sheet required with original and final proposals)	PDF	MS Word	WordPerfect
Breakdown of Proposed Estimated Costs (plus Fee) (1 pg) (required with original and final proposals)	PDF	MS Word	WordPerfect
Electronic Cost Proposal (Excel Workbook) (required with original and final proposals)	Online		
Representations and Certifications -- NIH Office of Contract Management (OCM) (required with original and final proposals)	Online		

Offeror's Points of Contact (required with original proposal)	PDF	MS Word	WordPerfect
Small Business Subcontracting Plan	Online		
Technical Proposal Forms			
NIH 1688-1 (9/02), Project Objectives	PDF	MS Word	WordPerfect
Targeted/Planned Enrollment Table	PDF	MS Word	WordPerfect
Technical Proposal Cover Sheet (required with original and final proposals)	PDF	MS Word	WordPerfect
Technical Proposal Cost Summary (required with original and final proposals)	PDF	MS Word	WordPerfect
Summary of Related Activities (required with original proposal)	PDF	MS Word	WordPerfect
Government Notice for Handling Proposals	PDF	MS Word	WordPerfect
General Notices and Information			
Sample Contract Format for R&D, Cost-Reimbursement Contracts	Online		
Human and Animal Subjects and Privacy Information (if applicable to project)			

Human and Animal Subject Protection -- DHHS Office for Human Research Protections (OHRP) (complete information)	Online		
Privacy Act System of Records (online guidelines)	PDF	MS Word	WordPerfect
NIH Women and Minority Policy	Online		
NIH Policy for the Inclusion of Children as Participants in Research Involving Human Subjects	Online		
Protection of Human Subjects Assurance, Identification, Certification, Declaration, OF310 (application for or certification to conduct human subject studies; submit with technical proposal)	PDF	MS Word	WordPerfect
Contract Attachments and Reports Required During Contract Performance (if applicable to project)			
Invoice Instructions -- Cost-Reimbursement NIH (RC)-1 (format and instructions for contractor reimbursement via invoice)	PDF	MS Word	WordPerfect
Invoice Instructions -- Fixed Price NIH(RC)-2 (format and instructions for contractor reimbursement via invoice)	PDF	MS Word	WordPerfect

Invoice Instructions -- Cost Reimbursement NIH (RC)-4 (format and instructions for contractor reimbursement via invoice)	PDF	MS Word	WordPerfect
Procurement of Certain Equipment, NIH (RC)-7	PDF	MS Word	WordPerfect
Research Patient Care Costs, NIH (RC)-11 (guidelines)	PDF	MS Word	WordPerfect
Financial Report of Individual Project/ Contract, NIH 2706 (sample format, for contractor report of incurred costs under letter of credit)	PDF	MS Word	WordPerfect
Instructions for Completing Form NIH 2706 (for contractor reporting of incurred costs under letter of credit)	PDF	MS Word	WordPerfect
Subcontracting Form for Individual Contracts, SF 294 -- NIH Small Business Office (SBO) (semi-annual report; submission required for large businesses)	Online		
Subcontracting Form for Individual Contracts, SF 295 -- NIH Small Business Office (SBO) (annual report; submission to Small Business Administration required for large businesses)	Online		

Report of Government Owned, Contractor Held Property (annual report; submitted each year of active contract)	PDF	MS Word	WordPerfect
Safety and Health Clause (if applicable to project)	PDF	MS Word	WordPerfect
Disclosure of Lobbying Activities, SF-LLL	PDF	MS Word	WordPerfect
Inclusion Enrollment Report (Effective 10/22/01, this form replaces the "Annual Technical Progress Report Format for Each Study")	PDF	MS Word	WordPerfect
SF 1428, Inventory Schedule B (to report final Gov't-owned inventory; see FAR 45.606)	Online		

*Adobe Acrobat Portable Document Format (PDF)



Forms in PDF format can be viewed, navigated and printed using the [free Acrobat Reader software](#).



[Department of Health and Human Services](#)



[National Institutes of Health](#)



[National Institute of Allergy and Infectious Diseases](#)

Updated May 10, 2004

Protection of Human Subjects

Assurance Identification/IRB Certification/Declaration of Exemption (Common Rule)

Policy: Research activities involving human subjects may not be conducted or supported by the Departments and Agencies adopting the Common Rule (56FR28003, June 18, 1991) unless the activities are exempt from or approved in accordance with the Common Rule. See section 101(b) of the Common Rule for exemptions. Institutions submitting applications or proposals for support must submit certification of appropriate Institutional Review Board (IRB) review and approval to the Department or Agency in accordance with the Common Rule.

Institutions must have an assurance of compliance that applies to the research to be conducted and should submit certification of IRB review and approval with each application or proposal unless otherwise advised by the Department or Agency.

1. Request Type <input type="checkbox"/> ORIGINAL <input type="checkbox"/> CONTINUATION <input type="checkbox"/> EXEMPTION	2. Type of Mechanism <input type="checkbox"/> GRANT <input type="checkbox"/> CONTRACT <input type="checkbox"/> FELLOWSHIP <input type="checkbox"/> COOPERATIVE AGREEMENT <input type="checkbox"/> OTHER: _____	3. Name of Federal Department or Agency and, if known, Application or Proposal Identification No.
4. Title of Application or Activity		5. Name of Principal Investigator, Program Director, Fellow, or Other

6. Assurance Status of this Project (*Respond to one of the following*)

- ☐ This Assurance, on file with Department of Health and Human Services, covers this activity:
Assurance Identification No. _____, the expiration date _____ IRB Registration No. _____
- ☐ This Assurance, on file with (*agency/dept*) _____, covers this activity.
Assurance No. _____, the expiration date _____ IRB Registration/Identification No. _____ (*if applicable*)
- ☐ No assurance has been filed for this institution. This institution declares that it will provide an Assurance and Certification of IRB review and approval upon request.
- ☐ Exemption Status: Human subjects are involved, but this activity qualifies for exemption under Section 101(b), paragraph _____.

7. Certification of IRB Review (*Respond to one of the following IF you have an Assurance on file*)

- ☐ This activity has been reviewed and approved by the IRB in accordance with the Common Rule and any other governing regulations.
by: ☐ Full IRB Review on (date of IRB meeting) _____ or ☐ Expedited Review on (date) _____
 ☐ If less than one year approval, provide expiration date _____
- ☐ This activity contains multiple projects, some of which have not been reviewed. The IRB has granted approval on condition that all projects covered by the Common Rule will be reviewed and approved before they are initiated and that appropriate further certification will be submitted.

8. Comments

9. The official signing below certifies that the information provided above is correct and that, as required, future reviews will be performed until study closure and certification will be provided.	10. Name and Address of Institution	
11. Phone No. (<i>with area code</i>)		
12. Fax No. (<i>with area code</i>)		
13. Email:	15. Title	
14. Name of Official		
16. Signature		17. Date

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Public reporting burden for this collection of information is estimated to average less than an hour per response. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: OS Reports Clearance Officer, Room 503 200 Independence Avenue, SW., Washington, DC 20201. *Do not return the completed form to this address.*

SMALL BUSINESS SUBCONTRACTING PLAN

DATE OF PLAN: _____

CONTRACTOR: _____

ADDRESS: _____

DUNN & BRADSTREET NUMBER: _____

SOLICITATION OR CONTRACT NUMBER: _____

ITEM/SERVICE (Description): _____

TOTAL CONTRACT AMOUNT: \$ _____
Total contract or Base-Year, if options

\$ _____	\$ _____	\$ _____	\$ _____
Option #1 (if applicable)	Option #2 (if applicable)	Option #3 (if applicable)	Option #4 (if applicable)

TOTAL MODIFICATION AMOUNT, IF APPLICABLE \$ _____

TOTAL TASK ORDER AMOUNT, IF APPLICABLE \$ _____

PERIOD OF CONTRACT PERFORMANCE (Month, Day & Year): _____

The following outline meets the minimum requirements of section 8(d) of the Small Business Act, as amended, and implemented by Federal Acquisition Regulations (FAR) Subpart 19.7. While this outline has been designed to be consistent with statutory and regulatory requirements, other formats of a subcontracting plan may be acceptable. It is not intended to replace any existing corporate plan that is more extensive. Failure to include the essential information of FAR Subpart 19.7 may be cause for either a delay in acceptance or the rejection of a bid or offer when a subcontracting plan is required. "SUBCONTRACT," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

If assistance is needed to locate small business sources, contact the Office of Small and Disadvantaged Business Utilization (OSDBU) at (202) 690-7300 or the NCI Small Business Specialist at (301) 435-3810. Sources may also be obtained from SBA's PRO-Net website.

HHS expects each procuring activity to establish minimum subcontracting goals for all procurements. The minimum goals for each small business category will be identified in every applicable solicitation. These goals shall be expressed as percentages of the total estimated subcontracting dollars. **The offeror is required to include an explanation for a category that has zero as a goal.**

NOTE TO CONTRACTORS: Please provide your CCR number with your Dunn & Bradstreet number.

1. Type of Plan (check one)

- ☐ **Individual plan** (all elements developed specifically for this contract and applicable for the full term of this contract).
- ☐ **Master plan** (goals developed for this contract) all other elements standardized and approved by a lead agency Federal Official; must be renewed every three years and contractor must provide copy of lead agency approval.
- ☐ **Commercial products/service plan** This plan is used when the contractor sells products and services customarily used for non-government purposes. Plan/goals are negotiated with the initial agency on a company-wide basis rather than for individual contracts. The plan is effective only during the year approved. The contractor must provide a copy of the initial agency approval, and must submit an annual SF 295 to HHS with a breakout of subcontracting prorated for HHS (with an OPDIV breakdown, if possible).

2. Goals

State separate dollar and percentage goals for Small Business (SB), Small Disadvantaged Business (SDB), Woman-owned Small Business (WOSB), Historically Underutilized Business Zone (HUBZone) Small Business, Veteran-owned Small Business (VOSB), Service-Disabled Veteran-owned Small Business (SDVOSB) and "Other than small business" (Other) as subcontractors, for the base year and each option year, as specified in FAR 19.704. (Break out and append option year goals, if the contract contains option years) or project annual subcontracting base and goals under commercial plans.)

- a. Total estimated dollar value of ALL planned subcontracting, i.e., with ALL types of concerns under this contract is \$ _____ (b + h = a) (Base Year)

FY-__ (1 st Option)	FY-__ (2 nd Option)	FY-__ (3 rd Option)	FY-__ (4 th Option)
\$ _____ & ____%	\$ _____ & ____%	\$ _____ & ____%	\$ _____ & ____%

- b. Total estimated dollar value and percent of planned subcontracting with SMALL BUSINESSES (including SDB, WOSB, HUBZone, SDVOSB and VOSB): (% of "a") \$ _____ and _____% (Base Year)

FY-__ (1 st Option)	FY-__ (2 nd Option)	FY-__ (3 rd Option)	FY-__ (4 th Option)
\$ _____ & ____%	\$ _____ & ____%	\$ _____ & ____%	\$ _____ & ____%

- c. Total estimated dollar value and percent of planned subcontracting with SMALL DISADVANTAGED BUSINESSES: (% of "a") \$ _____ and _____% (Base Year)

FY-__ (1 st Option)	FY-__ (2 nd Option)	FY-__ (3 rd Option)	FY-__ (4 th Option)
\$ _____ & ____%	\$ _____ & ____%	\$ _____ & ____%	\$ _____ & ____%

- d. Total estimated dollar value and percent of planned subcontracting with WOMAN-OWNED SMALL BUSINESSES: (% of "a") \$ _____ and _____% (Base Year)

FY-__ (1 st Option)	FY-__ (2 nd Option)	FY-__ (3 rd Option)	FY-__ (4 th Option)
\$ _____ & ____%	\$ _____ & ____%	\$ _____ & ____%	\$ _____ & ____%

- e. Total estimated dollar and percent of planned subcontracting with HUBZone SMALL BUSINESSES: (% of "a") \$ _____ and _____% (Base Year)

FY-__ (1 st Option)	FY-__ (2 nd Option)	FY-__ (3 rd Option)	FY-__ (4 th Option)
\$ _____ & ____%	\$ _____ & ____%	\$ _____ & ____%	\$ _____ & ____%

- j. Provide a description of the method used to develop the subcontracting goals for SB, SDB, WOSB, HUBZone, and VOSB concerns. Address efforts made to ensure that maximum practicable subcontracting opportunities have been made available for those concerns and explain the method used to identify potential sources for solicitation purposes. Explain the method and state the quantitative basis (in dollars) used to establish the percentage goals. Also, explain how the areas to be subcontracted to SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB concerns were determined, how the capabilities of these concerns were considered for contract opportunities and how such data comports with the cost proposal. Identify any source lists or other resources used in the determination process. (Attach additional sheets, if necessary.)

- k. Indirect costs ☐ have, ☐ have not been included in the dollar and percentage subcontracting goals above (check one).

- l. If indirect costs have been included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB concerns.

3. Program Administrator:

NAME/TITLE:

ADDRESS:

TELEPHONE/E-MAIL:

Duties: Does the individual named above have general overall responsibility for the company's subcontracting program, i.e., developing, preparing, and executing subcontracting plans and monitoring performance relative to the requirements of those subcontracting plans and perform the following duties?

☐ yes ☐ no _____

(If NO is checked, please indicate who in the company performs those duties, or indicate why the duties are not performed in your company.)

- a. Develops and promotes company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB concerns; and assures that these concerns are included on the source lists for solicitations for products and services they are capable of providing; ☐ yes ☐ no
- b. Develops and maintains bidder source lists of SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB concerns from all possible sources; ☐ yes ☐ no
- c. Ensures periodic rotation of potential subcontractors on bidder's lists; ☐ yes ☐ no
- d. Ensures that SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB businesses are included on the bidders' list for every subcontract solicitation for products and services that they are capable of providing; ☐ yes ☐ no

- e. Ensures that Requests for Proposals (RFPs) are designed to permit the maximum practicable participation of SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB concerns; ☐ yes ☐ no
- f. Reviews subcontract solicitations to remove statements, clauses, etc., which might tend to restrict or prohibit SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB participation; ☐ yes ☐ no
- g. Accesses various sources for the identification of SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB concerns to include the SBA's PRO-Net and SUB-Net Systems, (<http://www.sba.gov>), the National Minority Purchasing Council Vendor Information Service, the Office of Minority Business Data Center in the Department of Commerce, local small business and minority associations, contact with local chambers of commerce and Federal agencies' Small Business Offices; ☐ yes ☐ no
- h. Establishes and maintains contract and subcontract award records; ☐ yes ☐ no
- i. Participates in Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, Procurement Conferences, etc; ☐ yes ☐ no
- j. Ensures that SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB concerns are made aware of subcontracting opportunities and assisting concerns in preparing responsive bids to the company; ☐ yes ☐ no
- k. Conducts or arranges for the conduct of training for purchasing personnel regarding the intent and impact of Section 8(d) of the Small Business Act, as amended; ☐ yes ☐ no
- l. Monitors the company's subcontracting program performance and makes any adjustments necessary to achieve the subcontract plan goals; ☐ yes ☐ no
- m. Prepares and submits timely, required subcontract reports; ☐ yes ☐ no
- n. Coordinates the company's activities during the conduct of compliance reviews by Federal agencies; ☐ yes ☐ no; and
- o. Other duties: _____

4. Equitable Opportunity

Describe efforts the offeror will make to ensure that SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB concerns will have an equitable opportunity to compete for subcontracts. These efforts include, but are not limited to, the following activities:

- a. Outreach efforts to obtain sources:
 - 1. Contacting minority and small business trade associations; 2) contacting business development organizations and local chambers of commerce; 3) attending SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB procurement conferences and trade fairs; 4) requesting sources from the Small Business Administrations (SBA) PRO-Net and SUB-Net Systems, (<http://www.sba.gov/>) and other SBA and Federal agency resources. Contractors may also conduct market surveys to identify new sources, to include, accessing the NIH e-Portals in Commerce, (e-PIC), (<http://epic.od.nih.gov/>). The NIH e-Portals in Commerce is not a mandatory source and may be used at the offeror's discretion.
- b. Internal efforts to guide and encourage purchasing personnel:
 - 1. Conducting workshops, seminars, and training programs;
 - 2. Establishing, maintaining, and utilizing SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB source lists, guides, and other data for soliciting subcontractors; and
 - 3. Monitoring activities to evaluate compliance with the subcontracting plan.

- c. Additional efforts:

5. Flow Down Clause

The contractor agrees to include the provisions under FAR 52.219-8, "Utilization of Small Business Concerns," in all acquisitions exceeding the simplified acquisition threshold that offers further subcontracting opportunities. All subcontractors, except small business concerns, that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) must adopt and comply with a plan similar to the plan required by FAR 52.219-9, "Small Business Subcontracting Plan." (Flow down is not applicable for commercial items/services as described in 52.212-5(e) and 52.244-6(c).)

6. Reporting and Cooperation

The contractor gives assurance of (1) cooperation in any studies or surveys that may be required; (2) submission of periodic reports which show compliance with the subcontracting plan; (3) submission of Standard Form (SF) 294, "Subcontracting Report for Individual Contracts," and attendant Optional Form 312, SDB Participation Report, if applicable, (*required only for contracts containing the clause 52.219-25*) and SF 295, "Summary Subcontract Report," in accordance with the instructions on the forms; and (4) ensuring that subcontractors agree to submit Standard Forms 294 and 295.

Reporting Period	Report Due	Due Date
Oct 1 - Mar 31	SF 294	4/30
Apr 1 - Sept 30	SF 294	10/30
Oct 1 - Sept 30	SF 295	10/30
Contract Completion	OF 312	30 days after completion

Special instructions for commercial plan: SF 295 Report is due on 10/30 each year for the previous fiscal year ending 9/30.

- a. Submit SF 294 to cognizant Awarding Contracting Officer.
- b. Submit Optional Form 312, (OF 312), if applicable, to cognizant Awarding Contracting Officer.
- c. Submit SF 295 to cognizant Awarding Contracting Officer and to the:

Office of Small and Disadvantaged Business Utilization
Department of Health and Human Services
200 Independence Avenue, SW
Humphrey H. Building, Room 517-D
Washington, D.C. 20201

- d. Submit "information" copy of the SF 295 and the SF 294 upon request to the SBA Commercial Market Representative (CMR); visit the SBA at <http://www.sba.gov/gc> and click on assistance directory to locate your nearest CMR.

7. Record keeping

In accordance with FAR 19.704(a)(11), the following is a recitation of the types of records the contractor will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. These records will include, but not be limited to, the following:

- a. SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB source lists, guides and other data identifying such vendors;
- b. Organizations contacted in an attempt to locate SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB sources;
- c. On a contract-by-contract basis, records on all subcontract solicitations over \$100,000, which indicate for each solicitation (1) whether SB, SDB, WOSB, HUBZone, VOSB, and/or SDVOSB concerns were solicited, if not, why not and the reasons solicited concerns did not receive subcontract awards.
- d. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small and minority business procurement conferences and trade fairs;
- e. Records to support internal guidance and encouragement provided to buyers through (1) workshops, seminars, training programs, incentive awards; and (2) monitoring performance to evaluate compliance with the program and requirements; and
- f. On a contract-by-contract basis, records to support subcontract award data including the name, address, and business type and size of each subcontractor. (This item is not required on a *contract-by-contract basis* for company or division-wide commercial plans.)
- g. Other records to support your compliance with the subcontracting plan: (Please describe)

8. Timely Payments to Subcontractors

FAR 19.702 requires your company to establish and use procedures to ensure the timely payment of amounts due pursuant to the terms of your subcontracts with small business concerns, small disadvantaged small business concerns, women-owned small business concerns, HUBZone small business concerns, veteran-owned small business concerns, and service-disabled veteran-owned small business concerns.

Your company has established and uses such procedures: ☐ yes ☐ no

9. Description of Good Faith Effort

Maximum practicable utilization of small, small disadvantaged, women-owned, HUBZone, veteran-owned, and service-disabled veteran-owned small business concerns as subcontractors in Government contracts is a matter of national interest with both social and economic benefits. **When a contractor fails to make a good faith effort to comply with a subcontracting plan, these objectives are not achieved, and 15 U.S.C. 637(d) (4) (F) directs that liquidated damages shall be paid by the contractor.** In order to demonstrate your compliance with a good faith effort to achieve the small, small disadvantaged, women-owned, HUBZone, veteran-owned, and service-disabled veteran-owned small business subcontracting goals, outline the steps your company plans to take. These steps will be negotiated with the contracting officer prior to approval of the plan.

SIGNATURE PAGE

Signatures Required:

This subcontracting plan was submitted by:

Signature: _____
Typed Name: _____
Title: _____
Date: _____

This plan was reviewed by:

Signature: _____
Typed Name: _____
Title: Contracting Officer
Date: _____

This plan was reviewed by:

Signature: _____
Typed Name: _____
Title: Small Business Specialist
Date: _____

This plan was reviewed by:

Signature: _____
Typed Name: _____
Title: SBA Procurement Center Representative
Date: _____

And Is Accepted By:

Signature: _____
Typed Name: _____
Title: _____
Date: _____

INVOICE/FINANCING REQUEST INSTRUCTIONS
FOR NIH COST-REIMBURSEMENT TYPE CONTRACTS, NIH(RC)-1

General: The contractor shall submit claims for reimbursement in the manner and format described herein and as illustrated in the sample invoice/financing request.

Format: Standard Form 1034, "Public Voucher for Purchases and Services Other Than Personal," and Standard Form 1035, "Public Voucher for Purchases and Services Other Than Personal-- Continuation Sheet," or reproduced copies of such forms marked ORIGINAL should be used to submit claims for reimbursement. In lieu of SF-1034 and SF-1035, claims may be submitted on the payee's letter-head or self-designed form provided that it contains the information shown on the sample invoice/financing request.

Number of Copies: As indicated in the Invoice Submission Clause in the contract.

Frequency: Invoices/financing requests submitted in accordance with the Payment Clause shall be submitted monthly unless otherwise authorized by the contracting officer.

Cost Incurrence Period: Costs incurred must be within the contract performance period or covered by precontract cost provisions.

Billing of Costs Incurred: If billed costs include: (1) costs of a prior billing period, but not previously billed; or (2) costs incurred during the contract period and claimed after the contract period has expired, the amount and month(s) in which such costs were incurred shall be cited.

Contractor's Fiscal Year: Invoices/financing requests shall be prepared in such a manner that costs claimed can be identified with the contractor's fiscal year.

Currency: All NIH contracts are expressed in United States dollars. When payments are made in a currency other than United States dollars, billings on the contract shall be expressed, and payment by the United States Government shall be made, in that other currency at amounts coincident with actual costs incurred. Currency fluctuations may not be a basis of gain or loss to the contractor. Notwithstanding the above, the total of all invoices paid under this contract may not exceed the United States dollars authorized.

Costs Requiring Prior Approval: Costs requiring the contracting officer's approval, which are not set forth in an Advance Understanding in the contract shall be so identified and reference the Contracting Officer's Authorization (COA) Number. In addition, any cost set forth in an Advance Understanding shall be shown as a separate line item on the request.

Invoice/Financing Request Identification: Each invoice/financing request shall be identified as either:

- (a) **Interim Invoice/Contract Financing Request** — These are interim payment requests submitted during the contract performance period.
- (b) **Completion Invoice** — The completion invoice is submitted promptly upon completion of the work; but no later than one year from the contract completion date, or within 120 days after settlement of the final indirect cost rates covering the year in which this contract is physically complete (whichever date is later). The completion invoice should be submitted when all costs have been assigned to the contract and all performance provisions have been completed.
- (c) **Final Invoice** — A final invoice may be required after the amounts owed have been settled between the Government and the contractor (e.g., resolution of all suspensions and audit exceptions).

Preparation and Itemization of the Invoice/Financing Request: The contractor shall furnish the information set forth in the explanatory notes below. These notes are keyed to the entries on the sample invoice/financing request.

- (a) **Designated Billing Office Name and Address** — Enter the designated billing office name and address, identified in the Invoice Submission Clause of the contract, on all copies of the invoice/financing request.

- (b) **Invoice/Financing Request Number** — Insert the appropriate serial number of the invoice/financing request.
- (c) **Date Invoice/Financing Request Prepared** — Insert the date the invoice/financing request is prepared.
- (d) **Contract Number, ADB Number and Date** — Insert both the contract number and the ADB number (which appears in the upper left hand corner of the face page of the contract), and the effective date of the contract.
- (e) **Payee's Name and Address** — Show the contractor's name (as it appears in the contract), correct address, and the title and phone number of the responsible official to whom payment is to be sent. When an approved assignment has been made by the contractor, or a different payee has been designated, then insert the name and address of the payee instead of the contractor.
- (f) **Total Estimated Cost of Contract** — Insert the total estimated cost of the contract, exclusive of fixed-fee. For incrementally funded contracts, enter the amount currently obligated and available for payment.
- (g) **Total Fixed-Fee** — Insert the total fixed-fee (where applicable). For incrementally funded contracts, enter the amount currently obligated and available for payment.
- (h) **Billing Period** — Insert the beginning and ending dates (month, day, and year) of the period in which costs were incurred and for which reimbursement is claimed.
- (i) **Amount Billed for Current Period** — Insert the amount billed for the major cost elements, adjustments, and adjusted amounts for the period.
- (j) **Cumulative Amount from Inception** — Insert the cumulative amounts billed for the major cost elements and adjusted amounts claimed during this contract.
- (k) **Direct Costs** — Insert the major cost elements. For each element, consider the application of the paragraph entitled "Costs Requiring Prior Approval" on page 1 of these instructions.
- (l) **Direct Labor** — Include salaries and wages paid (or accrued) for direct performance of the contract.
- (2) **Fringe Benefits** — List any fringe benefits applicable to direct labor and billed as a direct cost. Fringe benefits included in indirect costs should not be identified here.
- (3) **Accountable Personal Property** — Include permanent research equipment and general purpose equipment having a unit acquisition cost of \$1,000 or more and having an expected service life of more than two years, and sensitive property regardless of cost (see the DHHS *Contractor's Guide for Control of Government Property*). Show permanent research equipment separate from general purpose equipment. Prepare and attach the NIH Form entitled, "Report of Government Owned, Contractor Held Property," in accordance with the following instructions:
- List each item for which reimbursement is requested. A reference shall be made to the following (as applicable):
- The item number for the specific piece of equipment listed in the Property Schedule.
 - The COA letter and number, if the equipment is not covered by the Property Schedule.
 - An asterisk (*) shall precede the item if the equipment is below the approval level.
- Further itemization of invoices/financing requests shall only be required for items having specific limitations set forth in the contract.
- (4) **Materials and Supplies** — Include equipment with unit costs of less than \$1,000 or an expected service life of two years or less, and consumable material and supplies regardless of amount.
- (5) **Premium Pay** — List remuneration in excess of the basic hourly rate.
- (6) **Consultant Fee** — List fees paid to consultants. Identify consultant by name or category as set forth in the contract's advance understanding or in the COA letter, as well as the effort (i.e., number of hours, days, etc.) and rate being billed.

- (7) **Travel** — Include domestic and foreign travel. Foreign travel is travel outside of Canada, the United States and its territories and possessions. However, for an organization located outside Canada, the United States and its territories and possessions, foreign travel means travel outside that country. Foreign travel must be billed separately from domestic travel.
- (8) **Subcontract Costs** — List subcontractor(s) by name and amount billed.
- (9) **Other** — List all other direct costs in total unless exceeding \$1,000 in amount. If over \$1,000, list cost elements and dollar amounts separately. If the contract contains restrictions on any cost element, that cost element must be listed separately.
- (l) **Cost of Money (COM)** — Cite the COM factor and base in effect during the time the cost was incurred and for which reimbursement is claimed.
- (m) **Indirect Costs--Overhead** — Identify the cost base, indirect cost rate, and amount billed for each indirect cost category.
- (n) **Fixed-Fee Earned** — Cite the formula or method of computation for the fixed-fee (if any). The fixed-fee must be claimed as provided for by the contract.
- (o) **Total Amounts Claimed** — Insert the total amounts claimed for the current and cumulative periods.
- (p) **Adjustments** — Include amounts conceded by the contractor, outstanding suspensions, and/or disapprovals subject to appeal.
- (q) **Grand Totals**

The contracting officer may require the contractor to submit detailed support for costs claimed on one or more interim invoices/financing requests.

SAMPLE INVOICE/FINANCING REQUEST

<p>(a) Billing Office Name and Address</p> <p>NATIONAL INSTITUTES OF HEALTH National Cancer Institute, RCB EPS, Room _____ 6120 EXECUTIVE BLVD MSC ____ Bethesda, MD 20892-____</p> <p>(e) Payee's Name and Address</p> <p>ABC CORPORATION 100 Main Street Anywhere, U.S.A. zip code</p> <p>Attention: <u>Name, Title, and Phone Number</u> <u>of Official to Whom Payment is Sent</u></p>	<p>(b) Invoice/Financing Request No.</p> <p>_____</p> <p>(c) Date Invoice Prepared</p> <p>_____</p> <p>(d) Contract No., ADB No., and Effective Date</p> <p>_____</p> <p>(f) Total Estimated Cost of Contract</p> <p>_____</p> <p>(g) Total Fixed Fee</p> <p>_____</p>
--	--

(h) This invoice/financing request represents reimbursable costs from Aug. 1, 2003 through Aug. 31, 2003

	(i) Amount Billed for Current Period	(j) Cumulative Amount From Inception
(k) Direct Costs		
(1) Direct Labor	\$ 3,400	\$ 6,800
(2) Fringe Benefits	600	1,200
(3) Accountable Personal Property (Attach Form HHS-565)		
Permanent Research	3,000	6,000
General Purpose	2,000	2,000
(4) Materials and Supplies	2,000	4,000
(5) Premium Pay	100	150
(6) Consultant Fee-Dr. Jones 1 day @ 100 (COA #3)	100	100
(7) Travel (Domestic)	200	200
(Foreign)	200	200
(8) Subcontract Costs	-0-	-0-
(9) Other	-0-	-0-
Total Direct Costs	\$11,600	\$20,650
(l) Cost of Money (<u>Factor</u>) of (<u>Appropriate Base</u>)	2,400	3,600
(m) Indirect Costs -- Overhead		
_____% of Direct Labor or Other Base (Formula)	4,000	6,000
(n) Fixed-Fee Earned (Formula)	700	1,400
(o) Total Amount Claimed	\$18,700	\$31,650
(p) Adjustments		
Outstanding Suspensions		(1,700)
(q) Grand Totals	\$18,700	\$29,950

"I certify that all payments requested are for appropriate purposes and in accordance with the contract."

Name of Official)

(Title)

INVOICE/FINANCING REQUEST AND CONTRACT FINANCIAL REPORTING
INSTRUCTIONS FOR NIH COST-REIMBURSEMENT CONTRACTS, NIH(RC)-4

General: The contractor shall submit claims for reimbursement in the manner and format described herein and as illustrated in the sample invoice/financing request.

Format: Standard Form 1034, "Public Voucher for Purchases and Services Other Than Personal," and Standard Form 1035, "Public Voucher for Purchases and Services Other Than Personal-- Continuation Sheet," or reproduced copies of such forms marked ORIGINAL should be used to submit claims for reimbursement. In lieu of SF-1034 and SF-1035, claims may be submitted on the payee's letter-head or self-designed form provided that it contains the information shown on the sample invoice/financing request.

Number of Copies: As indicated in the Invoice Submission Clause in the contract.

Frequency: Invoices/financing requests submitted in accordance with the Payment Clause shall be submitted monthly unless otherwise authorized by the contracting officer.

Cost Incurrence Period: Costs incurred must be within the contract performance period or covered by precontract cost provisions.

Billing of Costs Incurred: If billed costs include: (1) costs of a prior billing period, but not previously billed; or (2) costs incurred during the contract period and claimed after the contract period has expired, the amount and month(s) in which such costs were incurred shall be cited.

Contractor's Fiscal Year: Invoices/financing requests shall be prepared in such a manner that costs claimed can be identified with the contractor's fiscal year.

Currency: All NIH contracts are expressed in United States dollars. When payments are made in a currency other than United States dollars, billings on the contract shall be expressed, and payment by the United States Government shall be made, in that other currency at amounts coincident with actual costs incurred. Currency fluctuations may not be a basis of gain or loss to the contractor. Notwithstanding the above, the total of all invoices paid under this contract may not exceed the United States dollars authorized.

Costs Requiring Prior Approval: Costs requiring the contracting officer's approval, which are not set forth in an Advance Understanding in the contract shall be so identified and reference the Contracting Officer's Authorization (COA) Number. In addition, any cost set forth in an Advance Understanding shall be shown as a separate line item on the request.

Invoice/Financing Request Identification: Each invoice/financing request shall be identified as either:

- (a) **Interim Invoice/Contract Financing Request** — These are interim payment requests submitted during the contract performance period.
- (b) **Completion Invoice** — The completion invoice is submitted promptly upon completion of the work; but no later than one year from the contract completion date, or within 120 days after settlement of the final indirect cost rates covering the year in which this contract is physically complete (whichever date is later). The completion invoice should be submitted when all costs have been assigned to the contract and all performance provisions have been completed.
- (c) **Final Invoice** — A final invoice may be required after the amounts owed have been settled between the Government and the contractor (e.g., resolution of all suspensions and audit exceptions).

Preparation and Itemization of the Invoice/Financing Request: The contractor shall furnish the information set forth in the explanatory notes below. These notes are keyed to the entries on the sample invoice/financing request.

- (a) **Designated Billing Office Name and Address** — Enter the designated billing office and address, identified in the Invoice Submission Clause of the contract, on all copies of the invoice/financing request.

- (b) **Invoice/Financing Request Number** — Insert the appropriate serial number of the invoice/financing request.
- (c) **Date Invoice/Financing Request Prepared** — Insert the date the invoice/financing request is prepared.
- (d) **Contract Number, ADB Number and Date** — Insert both the contract number and the ADB number (which appears in the upper left hand corner of the face page of the contract), and the effective date of the contract.
- (e) **Payee's Name and Address** — Show the contractor's name (as it appears in the contract), correct address, and the title and phone number of the responsible official to whom payment is to be sent. When an approved assignment has been made by the contractor, or a different payee has been designated, then insert the name and address of the payee instead of the contractor.
- (f) **Total Estimated Cost of Contract** — Insert the total estimated cost of the contract, exclusive of fixed-fee. For incrementally funded contracts, enter the amount currently obligated and available for payment.
- (g) **Total Fixed-Fee** — Insert the total fixed-fee (where applicable). For incrementally funded contracts, enter the amount currently obligated and available for payment.
- (h) **Billing Period** — Insert the beginning and ending dates (month, day, and year) of the period in which costs were incurred and for which reimbursement is claimed.
- (i) **Incurred Cost - Current** — Insert the amount billed for the major cost elements, adjustments, and adjusted amounts for the current period.
- (j) **Incurred Cost - Cumulative** — Insert the cumulative amounts billed for the major cost elements and adjusted amounts claimed during this contract.
- (k) **Direct Costs** — Insert the major cost elements. For each element, consider the application of the paragraph entitled "Costs Requiring Prior Approval" on page 1 of these instructions.
 - (1) **Direct Labor** — Include salaries and wages paid (or accrued) for direct performance of the contract. For Key Personnel, list each employee on a separate line. List other employees as one amount unless otherwise required by the contract.
 - (2) **Fringe Benefits** — List any fringe benefits applicable to direct labor and billed as a direct cost. Fringe benefits included in indirect costs should not be identified here.
 - (3) **Accountable Personal Property** — Include permanent research equipment and general purpose equipment having a unit acquisition cost of \$1,000 or more and having an expected service life of more than two years, and sensitive property regardless of cost (see the DHHS *Contractor's Guide for Control of Government Property*). Show permanent research equipment separate from general purpose equipment. Prepare and attach the NIH Form entitled, "Report of Government Owned, Contractor Held Property" in accordance with the following instructions:

List each item for which reimbursement is requested. A reference shall be made to the following (as applicable):
 - The item number for the specific piece of equipment listed in the Property Schedule.
 - The Contracting Officer's Authorization letter and number, if the equipment is not covered by the Property Schedule.
 - An asterisk (*) shall precede the item if the equipment is below the approval level.
 - (4) **Materials and Supplies** — Include equipment with unit costs of less than \$1,000 or an expected service life of two years or less, and consumable material and supplies regardless of amount.
 - (5) **Premium Pay** — List remuneration in excess of the basic hourly rate.

- (6) **Consultant Fee** — List fees paid to consultants. Identify consultant by name or category as set forth in the contract's Advance Understanding or in the COA letter, as well as the effort (i.e., number of hours, days, etc.) and rate being billed.
- (7) **Travel** — Include domestic and foreign travel. Foreign travel is travel outside of Canada, the United States and its territories and possessions. However, for an organization located outside Canada, the United States and its territories and possessions, foreign travel means travel outside that country. Foreign travel must be billed separately from domestic travel.
- (8) **Subcontract Costs** — List subcontractor(s) by name and amount billed.
- (9) **Other** — List all other direct costs in total unless exceeding \$1,000 in amount. If over \$1,000, list cost elements and dollar amounts separately. If the contract contains restrictions on any cost element, that cost element must be listed separately.
- (l) **Cost of Money (COM)** — Cite the COM factor and base in effect during the time the cost was incurred and for which reimbursement is claimed.
- (m) **Indirect Costs--Overhead** — Identify the cost base, indirect cost rate, and amount billed for each indirect cost category.
- (n) **Fixed-Fee Earned** — Cite the formula or method of computation for the fixed-fee (if any). The fixed-fee must be claimed as provided for by the contract.
- (o) **Total Amounts Claimed** — Insert the total amounts claimed for the current and cumulative periods.
- (p) **Adjustments** — Include amounts conceded by the contractor, outstanding suspensions, and/or disapprovals subject to appeal.
- (q) **Grand Totals**

The contracting officer may require the contractor to submit detailed support for costs claimed on one or more interim invoices/financing requests.

FINANCIAL REPORTING INSTRUCTIONS:

These instructions are keyed to the Columns on the sample invoice/financing request.

Column A--Expenditure Category - Enter the expenditure categories required by the contract.

Column B--Cumulative Percentage of Effort/Hrs.-Negotiated - Enter the percentage of effort or number of hours agreed to doing contract negotiations for each employee or labor category listed in Column A.

Column C--Cumulative Percentage of Effort/Hrs.-Actual - Enter the percentage of effort or number of hours worked by each employee or labor category listed in Column A.

Column D--Incurred Cost-Current - Enter the costs, which were incurred during the current period.

Column E--Incurred Cost-Cumulative - Enter the cumulative cost to date.

Column F--Cost at Completion - Enter data only when the contractor estimates that a particular expenditure category will vary from the amount negotiated. Realistic estimates are essential.

Column G-- Contract Amount - Enter the costs agreed to during contract negotiations for all expenditure categories listed in Column A.

Column H--Variance (Over or Under) - Show the difference between the estimated costs at completion (Column F) and negotiated costs (Column G) when entries have been made in Column F. This column need not be filled in when Column F is blank. When a line item varies by plus or minus 10 percent, i.e., the percentage arrived at by dividing Column F by Column G, an explanation of the variance should be submitted. In the case of an overrun (net negative variance), this submission shall not be deemed as notice under the Limitation of Cost (Funds) Clause of the contract.

Modifications: Any modification in the amount negotiated for an item since the preceding report should be listed in the appropriate cost category.

Expenditures Not Negotiated: An expenditure for an item for which no amount was negotiated (e.g., at the discretion of the contractor in performance of its contract) should be listed in the appropriate cost category and all columns filled in, except for G. Column H will of course show a 100 percent variance and will be explained along with those identified under H above.

SAMPLE INVOICE/FINANCING REQUEST AND CONTRACT FINANCIAL REPORT

<p>(a) Billing Office Name and Address</p> <p>NATIONAL INSTITUTES OF HEALTH National Cancer Institute, RCB EPS, Room _____ 6120 EXECUTIVE BLVD MSC Bethesda, MD 20892-</p> <p>(e) Payee's Name and Address ABC CORPORATION 100 Main Street Anywhere, USA zip code</p> <p>Attn: Name, Title, & Phone Number of Official to Whom Payment is Sent</p>	<p>(b) Invoice/Financing Request No. _____</p> <p>(c) Date Invoice Prepared _____</p> <p>(d) Contract No. _____ ADB No. _____</p> <p>Effective Date _____</p> <p>(f) Total Estimated Cost _____</p> <p>(g) Total Fixed Fee _____</p>
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(h) This invoice/financing request represents reimbursable costs for the period from _____ to _____

Expenditure Category* A	Cumulative Percentage of Effort/Hrs.		Incurred Cost		Cost at Completion F	Contract Amount G	Variance H
	Negotiated B	Actual C	(i) Current D	(j) Cumulative E			
(k) Direct Costs:							
(1) Direct Labor							
(2) Fringe Benefits							
(3) Accountable Property (attach HHS-565)							
(4) Materials & Supplies							
(5) Premium Pay							
(6) Consultant Fees							
(7) Travel							
(8) Subcontracts							
(9) Other							
Total Direct Costs							
(l) Cost of Money							
(m) Overhead							
G&A							
(n) Fixed Fee							
(o) Total Amount Claimed							
(p) Adjustments							
(q) Grand Totals							

I certify that all payments are for appropriate purposes and in accordance with the contract.

(Name of Official)

(Title)

* Attach details as specified in the contract

NIH Privacy Act Systems of Records - 2002

[09-25-0005](#), Administration: Library Operations and NIH Library User I.D. File, HHS/NIH

[09-25-0007](#), Administration: NIH Safety Glasses Issuance Program, HHS/NIH/ORS

[09-25-0011](#), Clinical Research: Blood Donor Records, HHS/NIH/CC

[09-25-0012](#), Clinical Research: Candidate Healthy Volunteer Records, HHS/NIH/CC

[09-25-0014](#), Clinical Research: Student Records, HHS/NIH/OD/OIR/OE

[09-25-0033](#), International Activities: Fellowships Awarded by Foreign Organizations, HHS/NIH/FIC

[09-25-0034](#), International Activities: Scholars-in-Residence Program, HHS/NIH/FIC

[09-25-0036](#), Extramural Awards and Chartered Advisory Committees (IMPAC 2), Contract Information (DCIS), and Cooperative Agreement Information, HHS/NIH

[09-25-0041](#), Research Resources: Scientists Requesting Hormone Distribution, HHS/NIH/NIDDK

[09-25-0054](#), Administration: Property Accounting (Card Key System) HHS/NIH/ORS

[09-25-0078](#), Administration: Consultant File, HHS/NIH/NHLBI

[09-25-0087](#), Administration: Senior Staff, HHS/NIH/NIAID

[09-25-0099](#), Clinical Research: Patient Medical Records, HHS/NIH/CC

[09-25-0105](#), Administration: Health Records of Employees, Visiting Scientists, Fellows, and Others Who Receive Medical Care Through the Employee Health Unit, HHS/NIH/ORS

[09-25-0106](#), Administration: Office of the NIH Director and Institute/Center Correspondence Records, HHS/NIH/OD

[09-25-0108](#), Personnel: Guest Researchers, Special Volunteers, and Scientists Emeriti, HHS/NIH/OHRM

[09-25-0115](#), Administration: Curricula Vitae of Consultants and Clinical Investigators, HHS/NIH/NIAID

[09-25-0118](#), Contracts: Professional Services Contractors, HHS/NIH/NCI

[09-25-0121](#), International Activities: Senior International Fellowships Program, HHS/NIH/FIC

[09-25-0124](#), Administration: Pharmacology Research Associates, HHS/NIH/NIGMS

[09-25-0140](#), International Activities: International Scientific Researchers in Intramural Laboratories at the National Institutes of Health, HHS/NIH/FIC/ORS/DIRS

[09-25-0156](#), Records of Participants in Programs and Respondents in Surveys Used to Evaluate Programs of the Public Health Service, HHS/PHS/NIH/OD

[09-25-0158](#), Administration: Records of Applicants and Awardees of the NIH Intramural Research Training Awards Program, HHS/NIH/OD/OIR/OE

[09-25-0160](#), United States Renal Data System (USRDS), HHS/NIH/NIDDK

[09-25-0165](#), National Institutes of Health (NIH) Office of Loan Repayment and Scholarship (OLRS) Records System, HHS/NIH/OD

[09-25-0166](#), Administration: Radiation and Occupational Safety and Health Management Information Systems, HHS/NIH/ORS

[09-25-0167](#), National Institutes of Health (NIH) TRANSHARE Program, HHS/NIH/OD

[09-25-0168](#), Invention, Patent, and Licensing Documents Submitted to the Public Health Service by its Employees, Grantees, Fellowship Recipients, and Contractors, HHS/NIH/OD

[09-25-0169](#), Medical Staff-Credentials Files, HHS/NIH/CC

[09-25-0200](#), Clinical, Basic and Population-based Research Studies of the National Institutes of Health (NIH), HHS/NIH/OD

[09-25-0202](#), Patient Records on PHS Beneficiaries (1935-1974) and Civilly Committed Drug Abusers (1967-1976) Treated at the PHS Hospitals in Fort Worth, Texas, or Lexington, Kentucky, HHS/NIH/NIDA

[09-25-0203](#), National Institute on Drug Abuse, Intramural Research Program, Federal Prisoner and Non-Prisoner Research Files, HHS/NIH/NIDA

[09-25-0207](#), Subject-Participants in Pharmacokinetic Studies on Drugs of Abuse and on Treatment Medications, HHS/NIH/NIDA

[09-25-0208](#), Drug Abuse Treatment Outcome Study (DATOS), HHS/NIH/NIDA

[09-25-0209](#), Subject-Participants in Drug Abuse Research Studies on Drug Dependence and in Research Supporting Investigational New Drug and New Drug Applications, HHS/NIH/NIDA

[09-25-0210](#), Shipment Records of Drugs of Abuse to Authorized Researchers, HHS/NIH/NIDA

[09-25-0211](#), Intramural Research Program Records of In-and Out-Patients with Various Types of Alcohol Abuse and Dependence, Relatives of Patients with Alcoholism, and Healthy Volunteers, HHS/NIH/NIAAA

[09-25-0213](#), Administration: Employee Conduct Investigative Records, HHS/NIH/OD/OM/OA/OMA

[09-25-0216](#), Administration: NIH Electronic Directory, HHS/NIH

[09-25-0217](#), NIH Business System (NBS), HHS/NIH

**Commitment To Protect Non-Public Information
Contractor Agreement**

Access to sensitive information from the files of the National Institutes of Health (NIH) is required in the performance of my official duties, under contract number _____ between (NIH I/C Name or Component) _____ and my employer (Employer's Name) _____. I agree that I shall not release publish, or disclose such information to unauthorized personnel, and I shall protect such information in accordance with relevant laws and regulations available for research and review at any Law Library. Among these laws may be various provisions of:

- a) 18 U.S.C. 641 (Criminal Code: Public Money, Property or Records; 2 pgs.long)
- b) 18 U.S.C. 1905 (Criminal Code: Disclosure of Confidential Information; 2 pgs. long)
- c) Public Law 96-511 (Paperwork Reduction Act; Encyclopedic in length)

I affirm that I have received a written and/or verbal briefing by my company concerning my responsibilities under this agreement. I understand that violation of this agreement may subject me to criminal and civil penalties.

Signed: _____

Date: _____

Witnessed by: _____

Date: _____

Copies are to be retained by:
NIH Project Officer
Vendor's Contract Management
Individual Signatory